SILCAR COMMUNICATIONS AND CEPU ENTERPRISE AGREEMENT 2011

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1. ***Application and Operation***
	1. **Introduction**
		1. This agreement has been negotiated between Silcar the Employees and the Union.
	2. **Title and Arrangement**
		1. The title of this Agreement is the Silcar Communications and CEPU Union Enterprise Agreement 2011.
		2. This Agreement is comprised of the Core Document and Appendix A.
	3. **Agreement Objectives**
		1. The parties to this Agreement are committed to the following shared objectives:

To set fair and clearly understood terms and conditions of employment;

To maximise the ability of Silcar to provide reliable, competitive, high quality service on time and on budget to the Company’s clients;

To provide fair and sustainable rates of pay for Silcar’s Employees;

To enhance the job security of Employees;

To provide a transparent and equitable counseling and discipline procedure that is aimed at solving problems that Employees may have with performance or conduct;

Establishing and developing better and more effective communication and consultation between Silcar, Employees and the Union.

To establish a Classification Structure that provides a clear and identifiable career path for employees which rewards competence in areas required for the business, and which provides for flexibility.

The parties are committed to continuously improving efficiency and quality of work and will aim to achieve this through:

Developing Efficient and Safe working practices and active safety programmes – consistent with our goal of zero injuries.

Skills Enhancement – to develop/extend an employee’s skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the employees’ competence so they can ideally perform the whole task.

Promotion of Industrial Harmony – by combining effective grievance resolution, consultation with the involvement of employees about their work and good management practices to prevent all disputation.

Flexible Assignment – where Silcar may utilise an employee on any task that is within the employees competence and classification, consistent with relevant statutory requirements and duty to provide a safe and healthy work environment.

* 1. **The Parties**
		1. The Parties to this Agreement are:
1. Silcar;
2. the Employees; and
3. the Union.
	* 1. The Agreement shall apply to and be binding upon all parties[[1]](#footnote-1).
	1. **Definitions**
		1. Unless the context requires otherwise, in this Agreement:

**“ACCC”** means the Australian Competition and Consumer Commission;

**"Act"** means the Fair Work Act 2009 (Cth) as amended or replaced from time to time;

**"Agreement"** means this Union Enterprise Agreement;

**“Appendix”** means Appendix A;

**“ATO”** means the Australian Taxation Office;

**“Award”** means the Electrical, Electronic and Communications Contracting Award 2010, as varied from time to time;

**"Employer"** means Silcar Communications, a division of Silcar Pty Ltd ACN 115 000 336;

**“Code”** means the National Code of Practice for the Construction Industry;

***“Competition and Consumer Act 2010”*** means the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time;

**“Consultation”** means the timely exchange of relevant information and ideas in such a manner that the Parties are provided with a bona fide opportunity to influence the decision maker;

**“Core Document”** means this Agreement, exclusive of the Appendix;

**“Date of Approval”** means seven (7) days after approval of the Agreement by the FWA;

**“Depot”** means a depot or other usual fixed place of business of Silcar;

**”Distant Worker"** means an Employee who has provided satisfactory evidence that, due to engagement at the Depot, that Employee is unable to reasonably return home each night.

**“EE-OZ”** means the ElectroComms and Energy Utilities Industry Skills Council Ltd ACN 070 582 017;

**"Employee"** means, unless otherwise stated, Employees of Silcar who are employed in the classifications provided for in Appendix A of the Agreement (hereinafter referred to as the employees)

**“Employee representative”** means a representative nominated by the Employee to represent them in the disputes procedure and other provisions of this agreement;

**“Fair Work Principles”** means the Australian Government Fair Work Principles;

**"FWA"** means the Fair Work Australia or any successor body;

**“Home Jurisdiction”** means the Jurisdiction in which the Employee’s assigned Depot is located;

**“IBSA”** means the Innovation and Business Skills Australia Industry Skills Council Ltd ACN 109 600 302;

**"Living Away From Home Allowance"** means an allowance payable in accordance with clause 8.4 of this Agreement.

**"Local Worker"** means an Employee whose usual place of residence is within the local area.

**“OH&S Legislation”** means the following legislation as amended or replaced from time to time:

*Occupational Health and Safety Act 2000* of New South Wales

*Occupational Health and Safety Act 2004* of Victoria

*Workplace Health and Safety Act 1995* of Queensland

sections 49G and 49I to 49O of the *Industrial Relations Act 1979* of Western Australia, but only to the extent to which those provisions provide for, or relate to, a right of entry to investigate a suspected contravention of:

1. the *Occupational Safety and Health Act 1984* of that State; or
2. the *Mines Safety and Inspection Act 1994* of that State

*Work Safety Act 2008* of the Australian Capital Territory

*Workplace Health and Safety Act 2007* of the Northern Territory

**"Ordinary pay"** means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

**“Permit Holder”** means any officer or Employee of the Union who holds an entry permit under Division 3-4 of the Fair Work Act 2009;

“Permitted Matters” means:

matters pertaining to the relationship between Silcar the Employees;

matters pertaining to the relationship between Silcar and the Union;

deductions from wages for any purpose authorised by an Employee; and

how the agreement will operate.

**"Union"** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

* 1. **Application of Agreement**
		1. This Agreement shall apply to operations undertaken by Silcar Communications in the telecommunications industry or work covering the areas of access services, external plant, internal plant, radio transmission, broadband and wideband works wherever undertaken in Australia by Silcar whether as principal, contractor or sub-contractor in relation to any work or project and its Employees covered by the classifications provided for in Appendix A of this agreement.
	2. **Date and Period of Operation**
		1. In accordance with the provisions of the Act this Agreement commences seven (7) days after the approval by FWA and has a nominal expiry date of 1 November 2015.
		2. This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.
		3. The parties commit to commence renegotiation of this Agreement no later than six (6) months prior to the nominal expiry date.
	3. **No Extra Claims**
		1. The Parties agree that there will be no further claims in respect of any issues except for movements made in the Award or National Employment Standards.
	4. **Agreement Posting**
		1. A complete copy of this Agreement will be exhibited in a conspicuous and convenient place on the premises/significant site of any Employer affected thereby, and will be readily accessible to the Employees to whom it applies.
		2. A copy of this Agreement shall be provided to any Employee upon request.
1. ***Communication and Dispute Resolution***
	1. **Dispute Settlement Procedure**

***General***

* + 1. The matters to be dealt with in this procedure include all grievances or disputes between an Employee(s) and Silcar, or the Union and Silcar in respect to any permitted matters. This also includes any disputes relating to contested position appointments or issues relating to the composition of the workforce. This procedure applies to a single Employee or to any number of Employees.
		2. Whilst the procedure in this clause is being followed, normal work will continue except in the case of a genuine safety issue directly affecting the performance of the work.
		3. The status quo will be maintained whilst the procedure in this clause is being followed. In this clause, status quo means the circumstances that prevailed immediately prior to any change being implemented.
		4. Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to the dispute to give notification of a dispute to FWA.
		5. An Employee may at any time chose to be represented by a Union Delegate or other Employee representative of their choosing. For the purposes of this clause, an Employee representative has all the rights of a Union Delegate. Silcar shall advise the Employee of this right.

Internal Resolution Process

* + 1. In the event of an Employee having a grievance or dispute the Employee will in the first instance, attempt to resolve the matter with the immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. So that there may be no doubt, an Employee may be represented in accordance with clause . Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
		2. If the grievance or dispute is not resolved under clause 2.1.6 the Employee or, if the Employees so chooses, the Employee’s nominated representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty-four (24) hours after the request by the Employee or the Employee’s nominated representative.
		3. If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at clause 2.1.10.
		4. If the grievance or dispute is still unresolved after discussions mentioned in clause 2.1.6 and 2.1.7, the matter will be reported to the relevant Employer’s senior management. This should occur as soon as it is evident that discussions under clauses 2.1.6 and 2.1.7 will not likely result in resolution of the dispute.

Referral to FWA

* + 1. If the grievance or dispute remains unresolved after the Parties to the dispute have genuinely attempted to reach a resolution in accordance with clauses 2.1.6 to 2.1.9, either party to the dispute may refer the grievance or dispute to the FWA under the Act for resolution.
		2. In conducting the dispute resolution process FWA is empowered to take such action as is appropriate to assist the Parties to resolve the matter.
		3. Each party to this dispute resolution process commits to require/and or direct the attendance of any person or persons in their respective employ at any proceeding that FWA may convene if FWA considers that person or persons would be of assistance in the determination of the industrial dispute.
		4. The Parties to this dispute resolution process may be represented by an agent appointed in writing or, if the party or person is an organisation, an officer or member of the organisation.
		5. During the process of conciliation FWA may only permit a party to the dispute or person to be represented by a lawyer, if and only if, all Parties to the grievance or dispute consent.
		6. Where the Parties to a dispute are unable to reach agreement in relation to particular aspects of a matter FWA may make recommendation/s about those aspects of the matter.

***Arbitration by FWA***

* + 1. In the event the matter is not resolved through conciliation and proceeds to arbitration either party to the dispute may request another member of FWA to arbitrate and hand down a binding decision. In arbitrating the matter FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute.
		2. In making its decision FWA:
1. will have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation or mediation;
2. will be governed in its decisions by equity, good conscience and the substantial merits of the case;
3. will not be bound by technicalities, legal forms or rules of evidence;
4. may inform itself on any matter it considers appropriate to resolve the grievance or dispute;
5. must not make a decision that is inconsistent with the Code and guidelines or inconsistent with legislative obligations; and
6. where a dispute relates to occupational health and safety issues, the procedures in the relevant OH&S legislation should be observed.

***Appeal Following Arbitration***

* + 1. Either party to the dispute may appeal the decision to the FWA.
		2. Subject to any applicable procedures of FWA, an appeal under this clause will be dealt with by a Full Bench of FWA.
		3. An appeal against a decision must be commenced within twenty-one (21) days after the decision is given.
		4. FWA is not to permit any extensions to the twenty-one (21) day time limit.
		5. An appeal is by way of rehearing on the record. However, the Full Bench may hear evidence afresh, or hear additional evidence, if it considers it appropriate to effectively dispose of the appeal.
		6. The Full Bench may:
1. dismiss the appeal; or
2. allow the appeal, set aside the decision and substitute another decision; or
3. allow the appeal and amend the decision; or
4. allow the appeal, suspend the operation of the decision and remit the grievance or dispute, with or without directions, to FWA,
5. for report to the Full Bench; or
6. to act according to law.

***Costs***

* + 1. Each party to the dispute will, at each stage of the procedure outlined in this clause, bear its own costs.

***Breach of Agreement***

* + 1. Nothing in this procedure prevents a party from enforcing this Agreement in a court.
	1. **Introduction of Change**

Employer's Duty to Notify

* + 1. Before Silcar makes a final decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on Employees, Silcar shall notify the Employees who may be affected by the proposed changes and the Union.
		2. ***“Significant effects”*** includes termination of employment, major changes in the composition, operation, production, workplace location, program, organisation structure or technology or size of Silcar's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
		3. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

Employer's Duty to Consult Over Change

* + 1. Silcar shall consult the Employees affected and the Union about the introduction of the changes, the effects the changes are likely to have on Employees (e.g. including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, Silcar intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
		2. The consultation must occur as soon as practicable after making the decision referred to in clause 2.2.1.
		3. For the purpose of such consultation Silcar shall provide in writing to the Employees concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees:
		4. Provided that any Employer shall not be required to disclose confidential or commercially sensitive information.
	1. **Disciplinary Action**
		1. This procedure is to be followed for all disciplinary cases, for cases of unsatisfactory performance or conduct, or for breaches of procedures including safety, environmental, sexual harassment or drugs and alcohol procedures.
		2. This procedure shall not apply to Employees engaged on a probationary or casual basis.
		3. The principles of procedural fairness shall apply at all times.
		4. During the disciplinary process Silcar shall seek to identify areas where further training may be required or changes to work practices made to avoid a repeat of the conduct concerned.

***Step 1 – Verbal Warning/Counselling***

* + 1. Where Silcar has a first concern regarding the performance and/or conduct of an Employee, this Step shall be taken:
1. An explanation of the concern and the performance and/or conduct expectations of Silcar will be given.
2. The Employee will be given an opportunity to provide an explanation.
3. Silcar will consider this explanation and any relevant facts.
4. If it is reasonable to do so, the Employee will be reminded of this procedure and that this is the first warning. At that time Silcar will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employees’ performance or conduct may lead to further warnings.
5. The warning is to be documented.
6. The Employee under counselling will be made aware in writing of the standards of improvement in performance and/or conduct that are to be made.
7. An Employee may seek representation at any stage of this procedure.

***Step 2 – Written Warning***

* + 1. If Silcar has a second concern about the performance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, this step shall be taken:
1. Silcar will explain its concern with the standards of performance and/or conduct of the Employee.
2. The Employee will be given an opportunity to provide an explanation.
3. Silcar will consider this explanation and any relevant facts.
4. If it is reasonable to do so, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement, if applicable.
	* 1. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances poor performance and/or conduct may lead to dismissal without further warning.
5. The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.
6. An Employee may seek representation at any stage of this procedure.
	* 1. Written warnings shall lapse after one (1) year.

***Step Three – Dismissal***

* + 1. If Silcar has a third concern relating to the standards of performance and/or conduct of the Employee, this step shall be taken:
1. Silcar will explain its concern with the Employee’s standards of performance and/or conduct.
2. Silcar will provide the Employee with an opportunity to provide an explanation.
3. Silcar will consider this explanation and any relevant facts.
4. If it is reasonable to do so, notice of dismissal may be given by Silcar.
5. An Employee may seek representation at any stage of this procedure.

***Serious Breaches***

* + 1. While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures or standards including, but not limited to, safety, environment, sexual harassment or discrimination, may result in an Employee going straight to Step 2 of the procedure. To avoid doubt, serious breaches in this context refer to breaches that are likely to significantly put at risk other persons or the environment, for which it is not reasonable for a second breach to be tolerated.

***Summary Dismissal Not Affected***

* + 1. This procedure does not take away the right of Silcar to dismiss an Employee without notice for serious or wilful misconduct or the right of an Employee too seek advice of his/her representative at any stage of the above procedure.
	1. **Union Delegates**

***General***

* + 1. For the purposes of this Agreement “Union Delegate” means an Employee elected or appointed by the Union in accordance with its rules as a delegate.
		2. The parties recognise the important role of Union Delegates.
		3. Union Delegates shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring overtime are fairly and properly implemented.
		4. Union Delegates shall be engaged as Employees and perform normal work when not representing their fellow Employees in accordance with the procedures in this Agreement.
		5. Union Delegates shall be allowed all reasonable time necessary during working hours to attend to their roles as on-site representatives under this Agreement.
		6. The parties recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Union Delegates.
		7. Silcar must not interfere in the selection by Employees of their Union Delegates or other Employee representatives.
		8. Silcar recognises that Union members employed by Silcar have a right to be represented by the Union in procedures under this Agreement.

Union Delegate Rights

* + 1. Silcar will recognise the following rights of Union Delegates in carrying out their roles as on-site representatives under this Agreement, including:
1. the right to be treated fairly and to perform, their role as a Shop Steward/Employee representative without any discrimination in their employment;
2. the right to all paid time reasonably necessary during working hours to attend to their roles as on-site representatives under this Agreement;
3. the right to paid time to attend industrial and dispute resolution education during normal working hours;
4. the right of access to private telephone, facsimile, post, photocopying, Internet and email facilities where physically available for the purpose of carrying out their role as on-site representatives under this Agreement;
5. the right to place information on a notice board in a prominent location in the workplace for the purpose only of carrying out their role under this Agreement;
6. the right to paid time to attend industrial tribunals and/or courts proceedings relating to particular disputes in the workplace; and
7. the right to paid time to assist and represent Employees who have requested them to do so in respect of disputes arising in the workplace.
	* 1. Prior to a Union Delegate being terminated from employment, Silcar shall notify the Union and the Union Delegate two weeks in advance of such termination. This notice is in addition to that provided at [clause 3.6.2](#Termination_of_Employment). Silcar cannot give payment in lieu of notice unless otherwise agreed by the parties.
		2. A Union Delegate shall not be transferred unless agreed to by the Union and the Union Delegate, provided that such agreement shall not be unreasonably withheld.
		3. Union Delegates shall be entitled to five (5) days paid leave per year for attendance at national Union conferences. This leave should be taken on consecutive days.

Training

* + 1. Union Delegates will be given a maximum of five days training per delegate, per annum (cumulative to a maximum of fifteen (15) days) at a training programs, conferences or seminars chosen by the Union Delegates which is for the purpose of assisting them to effectively undertake their respective roles. Release for such training will be with the agreement of Silcar, which will not be unreasonably withheld.
		2. Union Delegates will be paid their normal rate including all allowances while attending these courses and will be allowed to use company vehicle assigned for transport purposes or compensated for reasonable travel costs and accommodation. Additional training can be undertaken by agreement. Sufficient notice of no less than two (2) weeks shall be given to Silcar to enable agreement for Employees to attend these courses or seminars.
	1. **Employee Representatives**
		1. Employees may nominate an Employee Representative(s) of their choice to represent them in relation to individual matters arising under this Union Enterprise Agreement or in the course of their employment, including for the purposes of providing assistance in workers’ compensation and rehabilitation matters.
	2. **Flexibility Clause**
		1. An Employee and Silcar may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms of this Agreement in relation the Employee and Silcar, in order to meet the genuine needs of the Employee and Employer.
		2. The terms that may be varied are:
1. Parental leave (for example, Silcar and the Employee may agree that the maximum period of unpaid parental leave be increased); and
2. Long service leave (for example, where the Employee has an entitlement to a period of long service leave, Silcar and the Employee may agree that the Employee can take twice that period of long service leave at half pay).
3. Leave in relation to volunteer work on relief and development projects in Australia or overseas
	* 1. Any individual flexibility arrangement agreed to under this Enterprise Agreement must be genuinely agreed to by Silcar and the Employee.
		2. Silcar must not exert undue influence or undue pressure on an Employee in relation to the making of an individual flexibility arrangement.
		3. Where Silcar seeks to enter into an individual flexibility arrangement, Silcar must provide a written proposal to the Employee. Where the Employee’s understanding of written English is limited Silcar must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
		4. Silcar must ensure that any individual flexibility arrangement agreed to under this Enterprise Agreement must:
4. not include a term that would be an unlawful term if the arrangement were an Enterprise Agreement; and
5. result in the Employee being better off overall than the Employee would have been if no individual arrangement were agreed to; and
6. be in writing and signed:
7. in all cases – by the Employee and Silcar; and
8. if the Employee is under eighteen (18) – by a parent or guardian of the Employee, and
9. name the parties to the agreement; and
10. state each term of this agreement that Silcar and the Employee have agreed to vary the effect of; and
11. detail how the effect of each term has been varied by the individual flexibility arrangement; and
12. detail how the individual flexibility agreement results in the Employee being better off overall in relation to the Employee’s terms and conditions of employment; and
13. state the date the agreement commences to operate; and
14. be able to be terminated:
15. by either the Employee, or Silcar, giving written notice of not more than twenty-eight (28) days; or
16. by the Employee and Silcar at any time if they agree, in writing, to the termination.
	* 1. Silcar must ensure that a copy of any individual flexibility arrangement agreed to under this Agreement is given to the Employee within fourteen (14) days after it is agreed to.
		2. A copy of any individual flexibility arrangement agreed to under this Agreement must be kept as a time and wages record.
		3. No individual flexibility arrangement agreed under this Agreement may operate retrospectively.
		4. Silcar must provide the Union details of any or all individual flexibility arrangements if reasonably requested to do so by the union. A union’s request will be reasonable if the request relates to the union’s legitimate role in representing Employees covered by the agreement. For the avoidance of doubt, this provision does not confer an entitlement to enter premises.
		5. For the avoidance of doubt, except in relation to 2.6.6(d) (ii), which relates to signing arrangements concerning parents or guardians of Employees who are less than eighteen (18), nothing in this agreement requires any individual flexibility arrangement agreed to by Silcar and Employee under this agreement to be approved, or consented to, by another person.
		6. Nothing in this clause shall limit or otherwise effect the provisions in clause 6.1.
	1. **Entry to Premises**
		1. Subject to clause 2.7.2 below, a Permit Holder may enter premises occupied by Silcar for any purpose that relates to the Union’s legitimate role in representing Employees, including:
17. to assist with representing an Employee under a term dealing with the resolution of disputes or consultation over workplace change; or
18. to attend induction meetings of new Employees; or
19. to attend toolbox meetings or equivalent, provided that prior notice is given by the Permit Holder; or
20. to meet with Silcar when bargaining for a replacement to the current Agreement.
	* 1. Notwithstanding the above clause, or any other term in this agreement, this Agreement does not:
21. provide an entitlement to enter premises for a purpose referred to in s.481 of the Fair Work Act 2009 (which deals with investigation of suspected contraventions); or
22. provide an entitlement to enter premises to hold discussions of a kind referred to in s.484 of the Fair Work Act 2009; or
23. provide for the exercise of a State or Territory OHS right.
	1. **Disaster Relief and Development Assistance**
		1. In the event of a natural disaster occurring within Australia, Silcar shall consult with Employees and the Union as to what assistance can be provided.
24. ***Employment Relationship and Related Matters***
	1. **General**
		1. So that there may be no doubt, unless expressly noted otherwise the entitlements provided in the Agreement (whether financial or otherwise) cannot be set-off, cashed out or avoided by any means, including but not limited to the making of over-agreement payments.
	2. **Employment Categories**
		1. Employees covered by this Agreement shall be advised in writing of their employment category upon appointment. The employment categories are:
25. full-time;
26. casual (as prescribed in clause 3.2);
27. part-time (as prescribed in clause 3.3); and
	* 1. No Employee, other than a casual Employee, shall be engaged for less than ten (10) hours per week.
		2. **“Full time”** means an Employee who is not a part-time Employee or a casual Employee.
	1. **New Em****ployees**
		1. All new Employees other than casuals will be engaged on the basis of a probationary period of twelve weeks. This period counts as service.
		2. Subject to clause 3.3.1, the probationary period if for a period of twelve weeks. This probationary period will facilitate the review by Silcar of the skills and the capacity of the employee, and allow Silcar and the employee determine if they wish to continue with the employment relationship.
		3. Silcar may elect to extend the probation period by up to an additional four wweeks if it determines that an Employee’s performance was unsatisfactory
		4. Should an Employee’s probationary period be so extended, the Employee shall be advised of the extension prior to the expiration of the initial twelve weeks.
		5. Silcar or the probationary Employee may terminate the employment at any time during the probationary period by giving one week's notice to the other.
		6. Where this notice is not given Silcar must pay the Employee for the notice period (if Silcar terminates) or the Employee must forfeit pay for the notice period (if the Employee terminates).
	2. **Casual E****mployment**
		1. A “casual Employee” means an Employee who is engaged and paid as such.
		2. A casual Employee shall be paid per hour 1/36.75th of the all-purpose weekly rate prescribed by [clause 4.1](#Wages) for the classification in which the Employee is ordinarily employed, plus 25%.
		3. An Employer is required to roster a casual Employee for a minimum of seven and three quarter (7.75) consecutive hours on any day.
		4. Casual employee shall be hired for minimum of one day to a maximum period of eight (8) weeks,

***Casual conversion to full time or part time employment***

* + 1. A casual employee, other than an irregular casual Employee, who has been engaged by the Enmployer for a sequence of periods of Employment under this agreement for a period of eight (8) shall have their contract of employment converted, unless Silcar and the Employee agree otherwise, to full or part-time employment if the employment is to continue beyond the conversion process.
		2. Silcar must give the casual Employee notice in writing of the provisions of this clause upon employing the Employee.
		3. Prior to converting from casual Employment, Silcar and the Employee shall discuss and agree on:
			1. Which form of employment the Employee will convert to, being full time or part-time; and
			2. If it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked
		4. For the purposes of discussion under 3.4.7:
			1. An Employee who has worked on a full time basis throughout the period of casual employment has the right to elect their contract of employment to full time employment; and
			2. An Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert the contract of employment to part-time employment , on the basis of the same number of hours and times of work as previously worked,
			3. Unless other arrangements are agreed on between Silcar and the Employee
		5. Following such agreement being reached, the Employee converts to full time or part-time employment.
		6. For the purposes of this clause, an irregular casual Employee is one who has engaged to perform work on an occasional, non-systemic or irregular basis.
	1. **Part****-Time Employment**
		1. A part-time Employee is an Employee who:
1. is employed for more than ten (10) but less than thirty-six and three quarter(36.75)thirty six and three quarter (36.75) ordinary hours per week; and
2. receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees covered by this agreement.
	* 1. At the time of engagement, Silcar and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.
		2. Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.
		3. The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
		4. An Employer is required to roster a part-time Employee for a minimum of six (6) consecutive hours on any day.
		5. All time worked outside the spread of ordinary working hours as provided for in [clause 6.1](#Hours_of_Work) and all time worked in excess of the hours as mutually arranged in clauses 6.1.2 or 6.1.3 will be overtime and paid for at the rates prescribed in [clause 6.5](#Overtime).
		6. A part-time Employee employed under the provisions of clause 3.5 must be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.
		7. Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee shall be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee shall be paid for the time worked at the appropriate penalty rate.
		8. Where an Employee and Silcar agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full-time, or vice versa, all accrued Agreement and legislative entitlements shall be maintained.
		9. All other provisions of the Agreement, unless otherwise noted, shall apply to part-time Employees.
		10. An Employee shall be entitled to leave, except Compassionate Leave, in accordance with Part 7, provided that such entitlements shall be accrued proportionate to the number of ordinary hours worked each week.
		11. A part-time Employee shall be entitled to the full provisions prescribed for permanent Employees under clause 3.6 (Termination of Employment), [clause 2.2](#Introduction_of_change) (Introduction of Changes), and clause 3.7 (Redundancy).
		12. Silcar shall not request a full-time Employee to convert to part-time employment save for in situations involving the TCR. This does not affect an Employee’s right to request conversion to part-time employment.
	1. **Termination of Employment**

***Separation Certificate***

* + 1. Upon request, Silcar shall, in the event of termination of employment, provide to the Employee who has been terminated a separation certificate specifying the period of employment and the classification or type of work performed by the Employee.
		2. Silcar is to provide the separation certificate as soon as possible after termination but by no later than four (4) working days after the termination date.

***Termination by Employer***

* + 1. Subject to clause 3.6.8, an Employer may dismiss an Employee only if the Employee has been given the following notice:

|  |  |
| --- | --- |
| **Period of Continuous Service** | **Period of Notice** |
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

* + 1. In addition to the notice in above, Employees 45 years old or over shall be entitled to an additional week's notice.
		2. Payment in lieu of notice shall be made if the appropriate notice is not given.
		3. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
		4. In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts Silcar would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
1. the ordinary working hours to be worked by the Employee;
2. the amounts payable to the Employee for the hours including, e.g. allowances, loadings and penalties; and
3. any other amounts payable under the Employee's employment contract.
	* 1. The period of notice in this clause shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual Employee, or an Employee engaged on a fixed term basis at the conclusion of the period for which the Employee was engaged.

***Notice of Termination by Employee***

* + 1. The notice of termination required to be given by an Employee shall be one (1) week.

***Time Off During Notice Period***

* + 1. During the period of notice of termination given by Silcar in redundancy cases, an Employee shall be allowed up to one day's time off for each week of notice without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the Employee after consultation with Silcar.

***Employee Leaving During Notice***

* + 1. An Employee who is given notice under clause 3.6.3 that their employment is terminated may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with Silcar until the expiry of such notice; provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.
	1. **Redun****dancy**
		1. Where Silcar makes a definite decision that Silcar no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour (for example, but not limited to, Employees on maximum-term/specified-task contracts of employment), and that decision may lead to termination of employment, Silcar shall consult the Employee directly affected and the Union.
		2. The consultation shall take place as soon as it is practicable after Silcar has made a decision, which will invoke the provisions of clause 3.7.1 and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.
		3. For the purpose of the consultation Silcar shall, as soon as practicable, provide in writing to the Employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to Silcar's interests.
		4. In considering redundancy, Silcar will also examine redeployment options for the impacted Employees.
		5. This clause shall not apply:
1. where termination of employment is as a result of conduct that justifies summary dismissal;
2. to trainees;
3. to Employees employed on a casual basis, provided that an Employer shall not employ a casual worker for the purpose of avoiding redundancy pay; or
4. where termination is at the initiative of the Employee.

***Redundancy Process***

* + 1. Silcar seeks to maintain the current skills mix and staffing levels. Silcar seeks to expand these levels through the growth of Silcar's business.
		2. Silcar seeks to and will determine the order of selection of Employees for redundancy in accordance with the following:
1. Voluntary terminations redundancies will be encouraged and sought as a first step, and wherever possible, such redundancies will be made using the volunteers. The selection of Employees for redundancy will be based on merit.

***Severance Pay***

* + 1. In addition to the period of notice prescribed for ordinary termination in clause 3.6, and subject to further order of FWA, an Employee whose employment is terminated for reasons set out in clause 3.7.1, shall be entitled to the following amounts of severance pay:

|  |  |
| --- | --- |
| **Period of Continuous Service** | **Severance Pay** |
| **(Weeks’ pay)** |
| Less than 1 year | Nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 3 years | 6 |
| More than 3 years but not more than 4 years | 7 |
| More than 4 years but not more than 5 years | 8 |
| More than 5 years but not more than 6 years | 9 |
| More than 6 years but not more than 7 years | 10 |
| More than 7 years but not more than 8 years | 11 |
| More than 8 years but not more than 9 years | 12 |
| More than 9 years but not more than 10 years | 13 |
| More than 10 years but not more than 11 years | 14 |
| More than 11 years but not more than 12 years | 15 |
| More than 12 years | 16 |

* + 1. For the purposes of this clause, “Weeks' Pay” means the ordinary time rate of pay for the Employee concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and any other ancillary payments.

**Redundancy Pay**

* + 1. Silcar will contribute the amounts below to the relevant Redundancy scheme for each Employee, as listed below, on a monthly basis from the Date of Approval. Payments are applicable during periods of authorised absence, unless otherwise agreed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Jurisdiction** | **Redundancy Scheme** | **Date of approval** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| ACT | MERT | $77 | $80 | $83 | $87 |
| NSW | MERT | $77 | $80 | $83 | $87 |
| NT | CIRT | $77 | $80 | $83 | $87 |
| Qld | CIRT | $87 | $90 | $94 | $98 |
| SA | BIRST | $77 | $80 | $83 | $87 |
| Tas | Protect | $77 | $80 | $83 | $87 |
| Vic | Protect | $77 | $80 | $83 | $87 |
| WA | Protect | $77 | $80 | $83 | $87 |

1. When an Employee's employment is terminated by the Company on account of redundancy the employee will be entitled to the contributions made by Silcar in accordance with clause 3.7.10 on behalf of the employee to the redundancy scheme or the amount payable under clause 3.7.8 whichever is greater but not both.
2. Where an Employee whose employment is terminated on account of redundancy and that Employee is entitled to receive a benefit from the relevant redundancy scheme and the amount of that benefit is less than the Employee would receive under clause 3.7.8, the Employee shall receive the difference between the redundancy pay from the relevant redundancy scheme and the entitlement as specified in clause 3.7.8.
3. If contributions made by Silcar in accordance with clause 3.7.10 to the employees redundancy scheme is greater than the amount payable under clause 3.7.8 then the employee will receive no redundancy payment under clause 3.7.8;
	1. **Continuity of Servi****ce**
		1. An Employee's continuity of service with an Employer is not broken by any absence on approved leave.
		2. An Employee's continuity of service with an Employer is not broken if:
4. the Employee's employment is terminated by Silcar or Employee because of illness or injury; and
5. Silcar re-employs the Employee; and
6. the Employee has not been employed in a calling (whether on the Employee's own account or as an Employee) between the termination and the re-employment.
	* 1. An Employee's continuity of service with an Employer is not broken if:
7. the Employee's employment is terminated by Silcar or Employee; and
8. Silcar re-employs the Employee within 3 months after the termination.
	* 1. An Employee's continuity of service with an Employer is not broken if:
9. the Employee's employment is interrupted or terminated by Silcar with intent to avoid an obligation under this Part, an industrial instrument or employment contract; or
10. the Employee's employment is interrupted or terminated by Silcar as a direct or indirect result of an industrial dispute, and Silcar re-employs the Employee.
	* 1. An Employee's continuity of service is not broken if:
11. the Employee's employment is interrupted or terminated by Silcar because of slackness of trade or business; and
12. Silcar re-employs the Employee.
	* 1. Service with a related body corporate of Silcar is taken to be continuous service with Silcar.
	1. **Anti-Discrimin****ation**
		1. The parties to this Agreement shall respect and value the diversity of the workforce and to prevent and eliminate discrimination, which includes:
13. discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, physical or mental disability, religion, political belief or activity, trade union activity, lawful sexual activity national extraction or social origin and work and family life and association with, or relation to, a person identified on the basis of the above attributes;
14. sexual harassment; and
15. racial and religious vilification.
	* 1. In fulfilling their obligations under the grievance and disputes settling procedure in [clause 2.1](#Dispute_Settlement_Procedure) the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
	1. **Contractors**

### 3.10.1 The parties recognise that Silcar from time to time has the right to and will engage the use of:

#### labour hire companies to meet temporary or peak work requirements (Labour Hire);

#### specialist contractors, or contractors with skills or equipment Silcar does not use in its workforce (for example but not limited to directional drilling, ploughing, specialist splicing, test and commissioning, aerial installation and make ready (Specialist Contractors);

#### contractors to supplement the work done by its current core workforce for example but not limited to hauling, rod and rope, pit and pipe (trenching) and lead ins  (Supplementary Contractors).

### 3.10.2 The parties also recognise the importance of preserving existing employment relationships in its core workforce in the current economic climate.

### 3.10.3 Silcar will engage Labour Hire whose employees engaged in classifications in this agreement, are afforded terms and conditions which overall are no less favourable than terms and conditions they would receive had they been engaged as an employee under this Agreement

### 3.10.4 If Silcar decides to engage Supplementary Contractors, it will consult with its employees and their representatives.

### 3.10.5 Silcar shall not make an employee redundant under clause 3.7.1 while supplementary contractors described in 3.10.1 (b) are engaged

 3.10.6 This clause shall not apply to

 (a) Specialist Contractors described in 3.10.1 (a)

 (b) where termination of employment is a result of conduct that justifies summary dismissal

(c) to trainees

(d) where the termination is at the initiative of the Employee

(e) a casual Employee

(f) an Employee engaged on a fixed term basis at the conclusion of the period for which the Employee was engaged

3.10.6 This clause does not operate to breach the Fair Work Act 2009, the Building Construction Improvement Act 2005, the Competition and Consumer Act, 2010 and the National Code of Practice for the Construction Industry. This Clause will be deemed invalid if the operation breaches such legislation or code.

* 1. **Workplace Surveillance**
		1. In the absence of any Workplace Surveillance legislation Silcar shall comply with the provisions of the Workplace Surveillance Act 2005 (NSW) or its successor.
	2. **Indemnity of Employees Against Liability**
		1. As far as it is able under law Silcar will indemnify Employees against legal liability for any claim for compensation or legal costs arising in respect of liability for work performed whilst an Employee for the benefit and at the direction of Silcar, subject to the following conditions:
* all work must be performed in accordance with Silcar’s procedures and/or accepted practice;
* Employees must not exceed any relevant authority levels;
* all reasonable instructions of Silcar are followed in the performance of work;
* Employees will not commit any act or omission with a reckless disregard for the consequences during the course of work;
* Employees will not engage in fraudulent, criminal, dishonest and/or malicious acts or omissions or wilful breach of any statute, contract or duty during the course of work; and
* Employees notify Silcar of the receipt of any claim or of any circumstance that may give rise to a claim at the earliest possible opportunity.
	1. **Stand Down**

### 3.13.1 Notwithstanding anything elsewhere contained in this Agreement, the Company will have the right to deduct payment for any day an employee cannot be usefully employed because of a strike,

### 3.13.2 In the event of unforeseen circumstances, by third parties, the parties commit to urgently meet to remedy the situation utilizing the provisions contained within this agreement.

1. ***Wages and Rel******ated Matters***
	1. **Wag****es**
		1. Wage rates for all Employees, are contained in Appendix A of this Agreement.
		2. These wage rates are effective from the first full pay period to commence on or after the dates specified in the attached wages Appendix.
	2. **Higher Amounts**
		1. This Agreement does not have effect to reduce any higher amount paid to an Employee of this Employer employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount.
	3. **Superannua****tion**
		1. Silcar will ensure that every Employee bound by this agreement is a member of an approved superannuation fund (or any successor fund). The Company shall make a minimum superannuation contribution of $87.50 per week, or the contribution required by Superannuation Guarantee Levy Legislation whichever is the greater for each employee whilst they are engaged with the Company. The payment will be increased on annual basis in accordance with the table below.
		2. For the avoidance of doubt, all availability, weekend penalty allowances are included as ordinary time earnings.
		3. Where payment is made monthly and contributions lapse by thirty-one (31) days from the end of the month in which the last Employer contribution was made, Employees may access the disputes procedure of this agreement to rectify the lapse.
		4. For the purposes of this Agreement, the Approved Funds are:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Jurisdiction** | **Approved Superannuation Fund** | **Date of Approval** | **1 July 2012** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| NSW, ACT | NESS | $87.50 | $91 | $94.65 | $98.43 | $102.85 |
| QLD, NT | Energy Super | $87.50 | $91 | $94.65 | $98.43 | $102.85 |
| TAS, SA, WA, Vic | C-Bus | $87.50 | $91 | $94.65 | $98.43 | $102.85 |

* 1. **Salar****y Sacrifice**

Salary Sacrifice Principles

* + 1. Salary sacrifice options are available in accordance with this Agreement, and any restrictions or policies that Silcar may wish to impose from time to time.
		2. An Employee may salary sacrifice part of their salary in return for other benefits, such as:

Superannuation contributions

* + 1. Any salary sacrifice arrangements will be at no cost to Silcar and will be in accordance with any applicable legislation, Australian Taxation Office rulings or guidelines and, in the case of superannuation, the superannuation fund rules.
		2. The amount sacrificed by an Employee will be sufficient to cover the cost to Silcar of the benefit the Employee wishes to receive, including any fringe benefits tax payable. Employees who salary sacrifices will authorise Silcar to deduct those costs from their remuneration.
		3. The Employee is responsible for determining whether any amount sacrificed by an Employee for additional superannuation contributions, will not cause the total annual superannuation contributions for that Employee to exceed the Australian Taxation Office maximum deductible contribution limits (which may vary from year to year).
		4. An Employee can implement salary sacrifice arrangements at any time. However, once in place, except in exceptional circumstances, changes to the salary sacrifice arrangement can only be made once per year.
		5. Silcar shall recommend that Employees obtain independent financial advice specific to their circumstances before implementing or changing a salary sacrifice arrangement.
1. ***Travel***
	1. **Daily Travel Time – Field Based Employees**
2. It is a condition of employment that all field based employees, when instructed by management, will start and cease their daily working hours & duties at the job site.
3. Employees with company provided vehicles will be expected to transport other employees to work locations. Trainees will be provided with transport from an agreed point, to and from the site.
4. Travel between worksites within any day / shift will be considered on duty.
5. At the commencement of employment, each employee will nominate his/her usual “bona-fide” place of residence, and advise of any changes to this place.
6. Employees will be required to travel to and from the job site in their own time each day as per the following:

Melbourne / Sydney regions - 60 minutes (120 minutes combined)

Elsewhere - 40 minutes (80 minutes combined)

Thereafter, subject to the provisions of this clause, employees will be paid for additional time reasonably taken to travel to or from work in accordance with clause (f) below.

1. Where travel time exceeds that provided for at (e) above, then such additional time will be paid for at the employees ordinary time Hourly Base Rate irrespective of whether such time falls within the daily span and spread of hours or not. An employee is not eligible to receive any penalty payment (e.g. overtime) for such daily travel.
2. Travel time will be calculated as follows:

The measurement of travel time will be based on the most direct route (regardless of the mode of transport to achieve the most direct route). The most direct route is that which takes the shortest time to travel;

The measurement of travel time will include geographical constraints, traffic and road conditions but will not be based on “line of sight”;

If the employee’s usual place of residence is within a metropolitan boundary, travel time is measured from the usual place of residence to the job site, and from the job site to the usual place of residence;

If the employee’s usual place of residence is outside a metropolitan boundary, and the job site is within the boundary, travel time will be measured from the metropolitan boundary to the job site and from the job site to the metropolitan boundary.

1. In any event where a dispute arises as the measurement of daily travel time, advice may be sought from the NRMA/RACV/RACQ or similar organisation.
	1. **Company Required Travel**
		1. Silcar is committed to provide an agreed standard of support, workplace amenities and living conditions for those Employees who are temporarily required by Silcar to travel and live away from home on Company authorised work.
		2. The entitlements for employees while staying away are listed below. Silcar at its discretion will nominate the method of payment or reimbursement options that will be utilised when an employee is required to travel and live away from home on Company authorised work. The options are:
2. The Company will provide and meet expenses for reasonable costs of accommodation and meals where employees rather than providing an allowance to cover such expenses. Reasonable accommodation and meals refers to accommodation of at least three (3) star rating by a motoring club affiliated to the Australian Automobile Association (e.g. the NRMA) or equivalent in a well-maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower, toilet facilities and access to a refrigerator for the secure storage of the Employee’s food and beverages. Silcar will supply each Employee with their own room.

In circumstances where the Company provides accommodation only, the Company will pay to the employee a daily amount in accordance with the table below to cover for all meals and incidentals.

***Meals and incidentals payment table***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date of Approval** | **1 July 2012** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| $75.92 | $78.96 | $82.12 | $85.41 | $89.25 |

1. Working away from home incidental payment – In addition to the provision of reasonable accommodation and meals, the Company will provide a working away from home incidental payment in accordance with the table below for each night where an employee is required to work away from their normal place of residence and it is not practical for that employee to return home on the same day. This payment is in consideration of any additional costs that may be incurred by employees in these circumstances, and no additional payments will be made.

***Working away from home incidental payment table***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date of Approval** | **1 July 2012** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| $39.50 | $41.08 | $42.72 | $44.43 | $46.43 |

1. Direct invoicing to the Company - the Company will, wherever possible, ensure relevant charges for such accommodation are invoiced to the Company directly. Where it is not possible for the Company to arrange direct invoicing the Company will provide a cash advance to an employee to cover such accommodation charges and the employee will keep all relevant receipts and provide them to the Company.
	* 1. As an alternate to sub clauses (a), (b), and (c), the Company can in lieu, pay the employee an allowance. The sum of this allowance will be in accordance with the table below. This allowance includes the working away from home incidental payment allowance referred to in (b) above as well as provision for 3 meals per day. The allowance may be varied to cater for situations where reasonable expenses and accommodation incurred by the employee exceed the allowance. In such circumstances the employee will need to provide all relevant receipts to the Company to support any such claim.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Location** | **Date of Approval** | **1 July 2012** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| Non Capital Cities | $171.09 | $177.94 | $185.05 | $192.46 | $201.12 |
| Capital Cities | $223.74 | $232.68 | $242.00 | $251.67 | $263.00 |

* + 1. Prior to employees being directed to work for an extended period away from home the employees concerned and the Company will discuss and agree the timing and means for periodic return to home. The discussion will include consideration of the likely duration of the distant work and the employee’s individual circumstances.
		2. For Employees required to work away for continuous periods greater than seven days and are working six (6) out of the seven (7) days without return travel home, laundry services will be arranged or provided.
		3. Reasonable telephone expenses or reasonable use of company phones will apply but may be restricted to off-peak periods to minimise costs.
		4. Employees will not be required to work away from home for more than two (2) consecutive weeks without returning home. Notwithstanding that shorter or longer period may be mutually agreed as an outcome of a meeting between the affected Employees and Silcar.
		5. Employees working on an intrastate project will not stay away from home for continuous periods exceeding two weeks unless agreed between Silcar and the affected Employees. The Employees returning home after their two (2) week period will be paid as per the Agreement for their travel time home.
		6. Whilst Employees are required to work away from their usual Depot there shall be reasonable private use of company vehicles. Employees wishing to use Employer motor vehicles for private use whilst living away from home must seek approval from their Manager. Where private us is not available, Employees will be provided with taxi vouchers for reasonable travel use whilst working away.
		7. Silcar will ensure that Employees have adequate facilities when working on sites, and that all inclement weather entitlements will be observed while working away.
		8. In order to assist in maximising the benefit of the living away from home clause for Employees and Silcar, expressions of interest must be first sought from the Employees. Employees must have been given at least fourteen (14) days’ notice to decide whether or not to volunteer for the work.
		9. Prior to the fourteen (14) days’ notice, Silcar must state in writing when seeking an expression of interest, the amount of Employees required for the job, the time frame in which the Employees would be absent, the location of the job and the remuneration which the Employees would be paid whilst away. Notwithstanding this, any remuneration paid must not be less than what is contained in this agreement.
		10. If not enough volunteers come forward Silcar will then nominate persons to fill those positions. An Employee may refuse to undertake living away from home duties which are unreasonable having regard to:

(a) any risk to the Employee’s health and safety;

(b) the Employee’s personal circumstances including any family responsibilities; and

(c) any other relevant matters.

* + 1. If there is any disagreement about the application of this clause, the disputes procedure contained in this agreement must be followed.
	1. **Motor Vehicle Per Kilometre Rate**

Where an employee is required to use his/her own vehicle on company business the Company will pay to the employee a per kilometre rate of $0.76 cents. This per kilometre rate will be adjusted in accordance with any review of the rate undertaken by the Australian Taxation Office.

* + 1. Except for the circumstances prescribed in clauses 5.1 and 5.2, all travel time shall be deemed time worked for the purposes of this Agreement.
		2. Time spent in airport transit will be considered as travel time for the purposes of this clause.
	1. **Driving Fatigue**
		1. If an Employee is required to drive distances that are over two (2) hours in duration, the Employee is to take a fifteen (15) minute rest break after each two (2) hour period of driving. Each rest break will be paid at the applicable rate being paid to the Employee whilst driving.

1. ***Hours of Work, Breaks, Overtime and Shift Work***
	1. **Hours** **of Work**
		1. The parties have approached the Hours of Work arrangements of this Agreement with the intent of:
		2. Maximising the ability of the Company to deliver its services on time and on budget to its clients; and
		3. Maximising the ability of employees to gain access to flexible working hours and to accommodate individual needs for time at work and leisure time.
		4. Maximising the hours of work and overtime as outlined in clauses 13 and 16 respectively to provide as the basis for operations but can be changed to allow the Company the necessary flexibility and adaptability to meet its work requirements and remain competitive in the market.
		5. The ordinary hours of work for Employees shall not exceed an average of thirty-six and three quarter hours (36.75) per week.
		6. The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 7.00am and 7.00pm Mondays to Fridays inclusive.
		7. These times may be altered to accommodate local conditions providing a 12 hour span is maintained and the change has the support of the Company and employees at the local level.
		8. The Company will consult with affected employees to discuss facilitative agreements. A facilitative agreement provides greater flexibility in the application of the Agreement provisions covering work arrangements including hours of duty. A facilitative agreement will operate in conjunction with the Award and /or Agreement provisions subject to the following conditions:
		9. The majority of employees and management at a particular work site or in an individual work group agree to vary normal working arrangements.
		10. Both management and the staff affected shall be given a minimum of 7 calendar days’ notice in writing of a proposed change, before implementation.
		11. None of the parties affected will unnecessarily oppose any agreement.
		12. A party involved in a specific facilitative agreement can review such arrangement and, subject to an appropriate period of notice, withdraw their agreement.
		13. In circumstances where a facilitative agreement conflicts with the award and/or the Agreement then the terms of the facilitative agreement prevail.
		14. The standard daily hours are eight hours (8) per day except where a facilitative agreement applies
	2. **Rostered Days Off (RDO)**
		1. Notwithstanding anything contained elsewhere in clauses 6.1.1 and 6.1.28 of this agreement, each employee will be entitled to accrue an RDO every four weeks when working eight (8) ordinary hours each day and accruing 0.725 hours per day towards the RDO.
		2. In order to better meet the requirements of emergency, critical project and maintenance work or other work of high priority, it is agreed that Rostered days off may be deferred to be taken at a mutually agreeable time or by agreement, banked to a maximum of five (5) days, to be taken within six (6) months from the day of accrual. Rostered Days Off (RDOs)
		3. The Rostered Day Off (RDO) will be Rostered on either a Monday or Friday, unless varied by mutual agreement to suit work scheduling and improve customer service.
	3. **RDOs Falling on a Public Holiday**
		1. Where a Rostered Day Off (RDO) falls on a Public Holiday the Employee will receive the next scheduled working day off, e.g. If the Public Holiday were to fall on a Monday, the Employee would receive the Tuesday as their RDO.
	4. **Morning Tea and Lunch Breaks**

***Morning Tea***

* + 1. Each Employee will be entitled to a paid morning tea period of fifteen (15) minutes' duration in Silcar's time in the first half of their daily ordinary hours work.

***Lunch Breaks***

* + 1. Employees shall be entitled to a lunch break of a minimum of thirty (30) minutes and maximum of sixty (60) minutes, to be taken any time between the fourth and the fifth hours from the commencement of duty.
		2. Where an Employee is required to work beyond the fifth hour without a lunch break they will be paid at overtime rates until such time as a lunch break is taken.
	1. **Ov****ertime**
		1. Silcar may require an Employee to work reasonable overtime.
		2. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

any risk to Employee health and safety;

the Employee’s personal circumstances including any family responsibilities;

the needs of the workplace or enterprise;

the notice (if any) given by Silcar of the overtime and by the Employee of his or her intention to refuse it; and

any other relevant matter.

***Payment for Working Overtime***

* + 1. All time worked:
1. in excess of that provided for in clause 6.1 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at the rate of time and one half ordinary time rates for the first two hours and double time thereafter.
2. on Saturdays shall be deemed overtime and shall be paid for at the rate of time and one half ordinary time rates for the first two hours and double time thereafter;
3. on Sundays shall be deemed overtime and shall be paid for at the rate of double time; and
4. on Public Holidays shall be deemed overtime and shall be paid for at the rate of double time and a half except as prescribed in [clause 7.6.3](#Public_Holidays).
5. from 1 January 2013 all time worked in excess of that provided in clause 6.1 or before the ordinary starting time or after the ordinary ceasing time and on Saturdays shall be deemed overtime and paid for at the rate of double time.
	* 1. Employees performing overtime on Saturdays, Sundays or Public Holidays shall be paid for a minimum four (4) hours work at the appropriate overtime rate.
		2. Where a public holiday falls on a Saturday or Sunday and a substitute holiday has been declared, an Employee working on Saturday or Sunday will be paid public holiday rates for these days. Work on the alternate day will be paid at double time.
		3. An Employee can only receive Public Holiday overtime rates for one day if a substitute holiday is declared and an Employee is required to work overtime on both the declared Public Holiday and substitute day. If the Employee works on the substitute holiday only, they receive public holiday overtime rates for that day.
		4. In computing overtime each day’s work shall stand alone.
		5. When any portion of an hour is worked, Employees shall receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.
		6. Employees, who through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, shall be conveyed to or from their homes by Silcar or be paid "such expenses" as are incurred in travelling to or from their homes.
		7. Employees who perform work on their scheduled day off, or where it has been agreed to arrange a substitute day, on any substitute day, shall be paid the rates prescribed for work on Saturdays.
	1. **Saturday, Sunday, Public Holiday Work**
		1. Employee/s required to work overtime on a Saturday, Sunday or a Public Holiday shall be paid for a minimum of four (4) hours at the appropriate overtime rate.
	2. **Breaks Between Rostered Attendances**
		1. When overtime work is necessary it shall be so arranged that employees have at least 10 consecutive hours off duty which is inclusive of reasonable travel time between the work of successive days.
		2. An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this sub-clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
		3. If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
	3. **Call Back**
		1. An employee recalled to work overtime after leaving the work site shall be paid for a minimum of 4 hours work. This provision shall not apply when the overtime is continuous with the completion or commencement of ordinary working time.
	4. **Standby**
		1. Employees Rostered to be available for out of hours call outs will receive a payment of two (2) hours double time per week while Rostered on for availability, whether or not call outs are performed. This will be paid on a pro-rata basis for daily on-call requirements, that is, 0.295 hours double time per day Rostered on-call. An employee called out to work shall be paid for a minimum of 4 hours work.
	5. **Meal Allowance**
		1. An employee required to work overtime after ordinary hours, for two hours or more, without being notified on the previous day or earlier of the requirement to work overtime will be paid in accordance with the table below for the purchase of a meal.
		2. An employee required to work overtime on a weekend or Rostered day off, for more than four hours, without being notified on the previous day or earlier will be paid in accordance with the table below for the purchase of a meal.
		3. If an employee has been notified the previous day that overtime would be worked, and such overtime is cancelled, the meal allowance shall be paid as compensation for the employee having provided a meal.
		4. A further meal or meal allowance shall be provided after each period of four (4) hours work.
		5. In cases of emergency, where Employees are unable to leave their work to procure a meal, a meal shall be provided by Silcar.
		6. No Employee shall be required to work longer than five (5) hours without a break for a meal.

***Meal allowance Table***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date of Approval** | **1 July 2012** | **1 July 2013** | **1 July 2014** | **1 July 2015** |
| $20.37 | $21.19 | $22.03 | $22.91 | $23.95 |

* 1. **Crib Breaks**
		1. Employees who are required to continue work after their usual ceasing time, shall be entitled to a paid “crib” break on the following basis:

a thirty (30) minute paid crib break, to be taken at the usual ceasing time, where the overtime is of at least 2 hours duration, or at least one (1) hours duration, if such overtime extends outside the scope of ordinary hours;

a further forty-five (45) minutes paid crib break, shall be provided after each period of four (4) hours work. No deduction of pay shall be made in respect of any such crib breaks.

* + 1. When Employees work more than four hours' overtime on a Saturday and/or Sunday they will be entitled to a paid thirty (30) minute meal break at the end of the fourth hour at ordinary rates and every four (4) hours thereafter.
		2. To avoid any doubt, Employees working overtime will be entitled to the breaks outlined above.
	1. **Shift Work**
		1. It is agreed that no shift work will be conducted during the life of the agreement. All hours outside of the normal scope of hours as defined in clause 6.1.7 shall be paid for at the appropriate overtime rates.
1. ***Leave and Public Holidays***
	1. **Annual Leave**

***Period of Leave***

* + 1. Subject to the provisions of this Clause, each full-time employee covered by this Agreement shall during each 12 months of their continuous employment, accrue four (4) weeks (147 hours) annual leave entitlements. All requests for leave must be made in writing with written confirmation being given by the Company of approval or otherwise.
		2. Employees who are required to work more than nine (9) out of twelve (12) months in a living away from home arrangement shall be entitled to not less than five (5) weeks (183.75 hours)for each period of twelve (12) months' service (less the period of leave).
		3. Part time employees shall be entitled to a pro-rata entitlement of the above based on proportion of full time hours worked.

***Annual Leave is exclusive of Public Holidays***

* + 1. Annual leave shall be exclusive of any statutory holiday, or Picnic Day which may occur during the period of annual leave. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for that Employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the Employee would have worked, if such day had not been a holiday.

***Payment on Termination***

* + 1. If the employment of an employee is terminated by the Company or by the employee for any reason, the Company will pay to the employee any accrued annual leave entitlements.
		2. Annual Leave Entitlements shall accrue at the rate of 2.827 hrs for each competed week of continuous service.
		3. Annual leave payments on termination will be as prescribed at Clause 7.1.9.

***Period of Notice prior to taking Annual Leave***

* + 1. An employee will be required to provide the Company with one month’s notice (or such other period as may be agreed) prior to commencement of annual leave.

***Calculation of Annual Leave Pay (when leave is actually being taken)***

* + 1. Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall be calculated as the employee’s ordinary “all-purpose” wage rate as prescribed by this Agreement (Appendix ‘A’) for the period of Annual Leave or accrued annual leave entitlements.

***Annual Leave Loading (17.5%)***

* + 1. An employee who proceeds on Annual Leave shall receive a loading of 17.5% calculated on the total amount of Annual Leave Pay received. This loading shall also apply to any proportionate leave. Provided also, that any leave paid out on termination, sub-clause 7.1.4 hereof, then the 17.5% loading will apply.

***Split Leave***

* + 1. By mutual agreement between the Company and employee/s concerned Annual Leave entitlements may be split into several leave periods.

***Payment in Lieu of Annual Leave***

* + 1. The annual leave provided for shall be taken and payment shall not be made or accepted in lieu of annual leave except upon termination of employment.

***Leave to be Taken***

* + 1. Annual leave shall be taken, at a time mutually agreed upon by Silcar and Employee, and in the absence of agreement annual leave shall be given at a time fixed by Silcar, within a period not exceeding six (6) months from the date when the right to annual leave accrued and after not less than two (2) weeks' notice to the Employee.

***Calculation of Service with Silcar***

* + 1. Service before the date of this Agreement shall be taken into consideration for the purpose of calculating annual leave, but an Employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed.
		2. The period of annual leave shall be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.
		3. Where Silcar is a successor, assignee or transmittee of a business, if an Employee was in the employment of Silcar's predecessor at the time when they became such a successor or assignee or transmittee, Service with Silcar's predecessor shall be deemed to be service of Silcar.

***Calculation of Continuous Service for Annual Leave***

* + 1. Continuous employment, for the purposes of clause 7.1, means weekly employment until termination of employment.
		2. For the purpose of clause 7.1 Service shall be deemed to be continuous notwithstanding:
1. any interruption or termination of the employment by Silcar if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave or absence;
2. any absence from work on account of personal sickness or accident or on account of leave lawfully granted by Silcar; or
3. any absence with reasonable cause, proof whereof shall be upon the Employee.
	* 1. Any absence from work by reason of any cause not being a cause specified above shall not be deemed to break the continuity of Service for the purpose of this clause, unless Silcar during the absence or within fourteen (14) days of the termination of the absence notifies the Employee, in writing, that such absence will be regarded as having broken the continuity of Service.
		2. A notice to an individual Employee may be given by delivering it to the Employee personally, or by posting it to their recorded address, in which case it shall be deemed to have reached them in due course of post.
		3. In calculating the period of twelve (12) months' continuous Service, any such absence as aforesaid shall not, except to the extent of not more than thirteen (13) weeks in a twelve (12) monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve (12) months' continuous Service.

***Proportionate Leave on Termination***

* + 1. If after one (1) week's continuous Service in any qualifying twelve (12) monthly period, an Employee lawfully leaves their employment or their employment is terminated by Silcar through no fault of the Employee, the Employee shall be paid at the appropriate rate of wage prescribed in [clause 4.1](#Wages) (Wages) for 2.923 hours for each completed week of continuous Service.
		2. In addition to the provisions 7.1.6 an Employee who has accrued annual leave entitlements during previous twelve (12) monthly periods as prescribed by [clause 6.1](#Hours_of_Work) shall be paid their cumulative entitlements upon termination.

***Annual Close Down***

* + 1. The Company may close its work sites or reduce the number of employees required for work so that all, or the maximum number of employees (at the Company’s discretion) take leave at the same time.
		2. The Company shall give one month’s notice of its intention to employees who would be affected by such action.
		3. When the workplace is closed, employees must take the leave to which they are entitled pro rata at the period of closure. In the case of the employee leave balance being less than the period of annual closure, the remainder of the closedown period shall be taken as unpaid leave.
		4. Should the employee later accrue the entitlement to further paid leave following the resumption of work, the employee may elect to have the period of unpaid leave, paid from the subsequently accrued leave.
		5. If an employee is employed for less than one year, any leave taken will be proportionate to length of service and if such leave is not equal to the leave given to other employees, then the employee shall not be entitled to work or pay whilst other employees are on the annual leave closedown.

 ***Reference to Annual Holiday Act***

* + 1. In any area of interpretation or dispute the relevant State or Territories legislation shall be referred to.

***Annual Leave Records***

* + 1. Every Employer shall keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

***Accrual of Annual Leave***

* + 1. If any such annual leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year.
	1. **Personal Leave**
		1. An Employee may take paid personal/carer’s leave if the leave is taken:
1. Because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
2. To provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because of:
3. a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member;
4. in the event of bushfire, flood or other emergency situations, where an Employee must evacuate their family. This is in addition to the provisions set out in clause 5.13.
	* 1. Personal leave entitlements from commencement of employment are 10 paid days per year.
5. A casual Employee shall be entitled to up to seventy-three and a half (73.5) hours of unpaid personal leave per annum. So that there may be no doubt, a casual employee is not entitled to paid personal leave.
	* 1. So that there may be no doubt, personal leave shall be treated as time worked for the purposes of accruing RDOs, annual leave and equivalent entitlements.
		2. All unused personal leave accumulates. However, for the avoidance of doubt personal leave will not be paid out under any circumstances.
		3. A part-time Employee shall be entitled to pro-rata personal leave based on the full-time entitlement.
		4. Personal Leave shall accrue while the Employee is employed by Silcar without a termination of engagement and includes:
6. any period of approved paid leave without pay up to six (6) months on account of medically certified incapacity arising out of personal illness or personal injury other than an accident or injury for which Workers Compensation is payable; and
7. any period of absence up to twelve (12) months as a result of an injury by accident arising out of and in the course of employment for which the WorkCover Authority or any successor or agent accepts liability to make weekly payments.
	* 1. Any absence from work without approval will not count as service.
		2. Any absence above two (2) consecutive days must be supported with a certificate from a registered medical practitioner or statutory declaration. Further in any twelve (12) month period where three (3) single days have been claimed any further absences must be supported with a certificate from a registered medical practitioner or statutory declaration.
		3. Employees will notify their team leader or nominated person of absence as soon as they are aware of it and prior to commencement time or soon as is practical.
	1. **Workers' Compensation**
		1. Where an Employee is in receipt of workers' compensation, the Employee is not entitled to concurrent payment of personal leave. However, Silcar must continue to make payments in relation to redundancy, income protection and superannuation as if the Employee were taking personal leave.
	2. **Compassionate Leave**
		1. Full-time, part-time and long-term casual Employees are entitled to 23.25 hours of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
8. contracts or develops a personal illness that poses a serious threat to his or her life; or;
9. sustains a personal injury that poses a serious threat to his or her life; or
10. dies.
	* 1. An Employee is entitled to use up to 14.27 hours personal leave in addition to compassionate leave.
		2. On the production of satisfactory evidence of the death outside of Australia of an Employee's close relative where such Employee travels outside of Australia to attend the funeral, the Employee shall be entitled to 15.5 hours additional compassionate leave.
		3. A casual Employee, other than a long-term casual Employee, shall be entitled to 23.25 hours unpaid compassionate leave.

***Taking Compassionate Leave***

* + 1. An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
1. to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104 of the Act; or
2. after the death of the member of the Employee's immediate family or household referred to in section 104 of the Act.
	* 1. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
		2. For the purposes of this clause, “immediate family” includes:
3. a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and a spouse of the same sex) of the Employee; and
4. a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, legal guardian, niece, nephew, uncle, aunt, cousins, sons-in-law, daughters-in-law, or sibling of the Employee.
	1. **Unpaid Leave**
		1. An Employee, with the consent of Silcar, may take a period of unpaid leave when a member of the Employee’s immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.
	2. **Long Service Leave**
		1. All Employees shall be registered with the relevant State or Territory construction Long Service Leave scheme, being:

|  |  |
| --- | --- |
| **Jurisdiction** | **Scheme** |
| NSW, ACT | NEST |
| NT | NT Build |
| Qld | Q Leave |
| SA | CBS |
| Tas | Tasbuild |
| Vic | Co-Invest |
| WA | Construction Industry Long Service Leave Payments Board |

* + 1. All eligible Employees will receive enrolment forms to join the relevant scheme and all new starters will have this documentation as part of their induction kit.
		2. Where an employee is not eligible for the relevant State or Territory construction Long Service Leave scheme, they shall have such entitlements to long service leave as are prescribed by the NES.
	1. **Paternity Leave**
		1. An Employee, other than a casual, will be entitled to seven (7) days leave, with full pay, for paternity leave. The entitlement to paid paternity leave is in addition to any government funded maternity (and associated) leave scheme.
	2. **Public Holidays**
		1. Each full-time or part-time Employee shall be entitled, without loss of ordinary pay, to public holidays as follows:

|  |  |
| --- | --- |
| New Year’s Day | Anzac Day |
| Australia Day | Sovereign’s Birthday |
| Good Friday | Labour Day |
| Easter Saturday | Christmas Day |
| Easter Monday | Boxing Day |

and such other days as are gazetted as a public holiday in the locality to which this Agreement applies.

* + 1. For the purpose of this Agreement:
1. when Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
2. when New Year’s Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

***Working on Public Holidays***

* + 1. All time worked on the public holidays set out in [clause 6.6](#Shift_Work) (Public Holidays) outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, shall be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three (3) times the ordinary rate and where the rate prescribed is double time the rate payable is four (4) times the ordinary rate.

***RDOs Falling on Public Holidays***

7.8.4 Where a Rostered Day Off (RDO) falls on a Public Holiday the Employee will receive the next scheduled working day off, e.g. If the Public Holiday were to fall on a Monday, the Employee would receive the Tuesday as their RDO.

* 1. **Picnic Day**
		1. Eligible employees will be entitled to a Picnic Day. The Picnic Day, where applicable, will provide the employee with no loss of ordinary time earnings. The Picnic Day will be the next observed working day following Boxing Day each year.
	2. **Jury Service Leave**
		1. An employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
		2. The employee must notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service and must provide the Company with proof of the attendance, the duration of such attendance and the amount received in respect of the attendance.
	3. **Defence Force Training**
		1. On production of evidence of attendance leave of absence with pay may be granted for seventy-two (72) hours in any year to any Employees who are voluntary members of the Defence Reserve Schemes.
		2. Employees may elect to be granted any annual leave due to them in lieu of an equivalent period of leave granted in the above clause.
		3. Application for leave shall be submitted for approval through normal channels and satisfactory evidence of attendance at the annual training camp, etc., shall be forwarded on resumption of duty.
		4. Leave granted under this clause shall be included as service for the purpose of annual, sick and long service leave.
		5. If they receive compensation and the amount is less than the amount of pay which they would have received had they been granted personal leave, they may be paid an amount equal to the difference and their personal leave credit will be reduced by the amount of such payment this is at the discretion of Silcar.
1. ***Home Depot, Distant Work and Living Away From Home, Working in Other Jurisdictions, Relocation***
	1. **General**
		1. Silcar shall advise an Employee, or prospective Employee, of their entitlements under Part 8:
2. for new Employees – at the time of their interview for the position or, where there no interview is conducted, via an information pack provided to the Employee prior to their commencement; and
3. for existing Employees - prior to their commencing work under this agreement.
	* 1. Each Employee shall be assigned to a Depot. This assignation shall occur no later than:
4. for new Employees – upon commencement of employment; and
5. for existing Employees – upon commencement of work under this Agreement.
	* 1. The assigned Depot shall be the point from which relevant entitlement are calculated (e.g. Living Away From Home, Company required Travel, etc.).
		2. The assigned Depot shall determine which jurisdiction the Employee is engaged in.
		3. An Employee shall only be transferred from the assigned Depot by agreement between the Employee and Silcar. Such a transfer shall accrue a Relocation Allowance prescribed at clause 8.5.
	1. **Distant Workers**
		1. Prior to commencing employment under this Agreement, Silcar shall determine whether the Employee is correctly defined as a "distant worker" or "local worker". Silcar is entitled to request such information as is necessary to make this determination. The appropriate definition shall be shown on Silcar’s records when the Employee completes the Application Format the pre-employment interview or equivalent.
		2. In determining "usual place of residence" Silcar shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant’s usual place of residence, such as a motor driver’s licence may be provided and accepted in lieu of the statement in writing.
		3. The Employee’s usual place of residence and not the place of employment shall determine the applicability of this clause.
		4. An Employee shall notify Silcar in writing of any subsequent change to their usual place of residence. Any subsequent change of to their usual place of residence shall not entitle a local worker to be reclassified as a distant worker unless Silcar agrees. Where such a change results in the Employee no longer falling within the definition of a distant worker, that Employee shall cease to have an entitlement to receiving the related allowance.
		5. Silcar shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid Silcar’s obligations under this clause.
		6. It shall be sufficient grounds for termination that an Employee provides false and/or misleading information as to their place of residence.
	2. **Workplace Relocation**
		1. An Employer may request an Employee to undertake a permanent relocation from one Employer site to another (existing or new) Employer worksite.
		2. Where an Employee agrees to such a request, the Employee shall be compensated for all costs and various factors relating to the move to the new work location. Such factors shall include:
6. a familiarisation visit (including airfares for Employee and partner or car allowance, plus accommodation expenses (including cost of meals));
7. 15.5 hours leave to assist Employees in finding a home in the new locality;
8. removal/relocation (including economy airfares or car allowance or rail/bus fares for a single one way journey, removal of furniture and effects, insurance for furniture and effects, transportation of pets, transportation costs for e.g. second private car, motor cycle, boat, trailer and caravan);
9. 15.5 hours leave for packing and unpacking of furniture and household effects and for travel to the new work locality
10. temporary accommodation (up to one (1) months full reimbursement on arrival at new location);
11. sale of existing residence or land (including costs associated with the sale of an existing residence or land at the former location i.e. legal expenses, agents fees, stamp duty, and mortgage discharge costs);
12. Costs associated with the purchase of a residence or Land at the new location (Stamp duty Mortgage, discharge costs).
	* 1. So that there may be no doubt, an Employee cannot be required to locate. Where an Employee refuses a request to relocate, and Silcar subsequently terminates their employment, such termination shall be deemed a redundancy.
		2. Where an Employee suffers a disadvantage due to relocation and does not receive a benefit under this clause, the Union shall negotiate with Silcar and may utilise the Dispute Settling Procedure in the Agreement. Disadvantage will include Employees who are required to move twice within a twelve (12)-month period.
13. ***Training and Related Matters***
	1. **Commitment to Training**
		1. The Company acknowledges the changing pace of technology in the communication industry and the need for the Company and its employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.
		2. The Company and the Employees recognise that in order to increase the safety, efficiency, productivity and competitiveness of the Company a commitment to training and skill development is required. Accordingly, the Parties commit themselves to:
14. Developing a more highly skilled and flexible workforce;
15. Wherever practical and possible to provide employees with career opportunities through appropriate training and skill acquisition.
	* 1. A training program will be developed consistent with:
16. The current and future skill needs of the Company in accordance with its operations.
17. The need to develop vocational skills relevant to the Company, the Employee and the Telecommunications Industry.
18. OH&S requirements
	* 1. When an Employee undertakes training, that training may be undertaken either on or off the job. Provided that training is undertaken during ordinary working hours the Employee concerned will not suffer any loss of pay.
		2. Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training (as required by the Company) will be reimbursed by the Company upon production of evidence of such expenditure.
		3. Travel costs incurred by an Employee undertaking training in accordance with this clause, which exceeds those normally incurred in travelling to and from the normal place of work, will be reimbursed by the Company.
		4. All appropriate and reasonable costs associated with required training including meals, accommodation, and course fees will be paid for by the Company.
		5. Note that reimbursement will only be provided where the employee can demonstrate satisfactory progress or achievement in the training/course and that the training/course undertaken had been approved by the employee’s Manager/Supervisor prior to the employee undertaking the training / course.
		6. In the event that the Company provides training for employees, such training shall wherever possible and subject to operational requirements, be provided during the Employee's normal working hours.
		7. In the event that training occurs outside of normal hours this will be discussed with the Employee and paid at single time or be taken as time in lieu as agreed between the Employee/s and management.
		8. EE-Oz and IBSA have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by relevant authorities and the provision of advice and assistance to relevant authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:
19. qualifications, units of competency and accredited training products;
20. competency and other training and skills standards;
21. industry endorsed training courses;
22. underpinning knowledge and skills;
23. on-the-job training guidelines.
	* 1. The Parties commit to utilising and relying upon EE-Oz and IBSA training packages.
		2. In particular, during the life of the Agreement Silcar and Union shall consult as to means to promote training opportunities:
24. for Aboriginal and Torres Strait Islanders; and
25. in regional and remote areas of Australia.
	1. **Trainees**
		1. Silcar recognises the need for Traineeships that will equip new employees who have no prior background in telecommunications, with the opportunity to develop a career with the Company. This need is regarded as critical within operational and technical areas, and as a contribution to addressing this need, the Company will develop a Traineeship Scheme with the following features:
		2. Traineeships will be introduced with 2 year programmes organised in modules, with accredited training providers engaged as appropriate. These programmes will be consistent with national competency standards.
		3. The first year pay level for the Company’s Traineeships will be 65% of the SCW4 pay rate, and subject to satisfactory performance at both training and work, the 2nd year pay rate will be 80% of the SCW4 pay rate.
		4. Upon satisfactory completion of this programme and satisfactory performance on the job, Trainees will progress to SCW4.
		5. Further progression will depend on satisfactory acquisition of additional skills and experience, performance on the job, and completion of other training modules as required. This will enable participating employees to apply for suitable vacancies at a higher level where these become available due to operational demands.
		6. Silcar shall ensure that all trainees are enrolled with registered training organisations endorsed by EE-Oz or registered with IBSA.
		7. No trainees under the age of eighteen (18) years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.
		8. Employees shall only be recognised for the knowledge and skills associated with units of competence if such knowledge and skills are utilised by Silcar.
		9. All wages, allowances and other benefits as per the agreement will be continued to be paid by Silcar for all time-spent training.
		10. All costs associated with training including meals, accommodation (where living away from home) and course fees will be paid for by Silcar.
		11. The parties agree to update this clause as required to reflect changes in national training packages.

* 1. **Existing Employees**
		1. An “Existing Employee” will mean a person who has been employed by an Employer in a calling, or classification, relevant to the traineeship for at least three (3) months immediately prior to becoming a trainee with that Employer.
		2. Existing Employees may participate traineeships. An existing Employee shall not be required to serve any probationary period in relation to their contract of employment. Where the Employee proves to be unsatisfactory for training, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their traineeship.
		3. Where existing Employees commence a traineeship, Silcar shall endeavour to minimise any adverse affects on other Employees. Additionally, such other Employees shall not be displaced from or disadvantaged in their employment by the engagement of new trainees.
		4. Existing Employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming a trainee. Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a trainee shall not be entitled to retain casual loading.
		5. An existing Employee shall maintain continuity of employment despite having entered into a traineeship.
		6. Existing Employees whose Training Contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
	2. **Induction Training**
		1. Silcar shall ensure that all Employees engaged under this Agreement to perform work in relation to underground installations have as a minimum successfully completed induction training meeting the following competencies:

UEENEEE101A Apply Occupational Health and Safety regulations, codes and practices in the workplace

ICTOHS2170A Follow Occupational Health and Safety and environmental policy and procedures

 Confined space awareness (identify confined space)

HLTCPR201A Perform CPR

CPCCOHS10001A Work safely in the construction industry

Silcar shall ensure that all Employees engaged under this Agreement to perform work in relation to aerial installations have as a minimum successfully completed induction training meeting the following competencies:

UEENEEE101A Apply Occupational Health and Safety regulations, codes and practices in the workplace

UETTDREL04B Working safely near live electrical apparatus as non-electrical worker

ICTOHS2153A Work safely near power infrastructure

HLTCPR201A Perform CPR

CPCCOHS10001A Work safely in the construction industry

 Rescue from an elevated work platform

* 1. **Employees Undertaking Vocational Qualification Training**
		1. Training shall be aligned with relevant National Training Packages or equivalent. Where a national Training Package does not exist, training shall be by agreement between the parties.
	2. **Agreement to Train**
		1. A contract of training agreement detailing the qualification shall be entered into in accordance with the respective Training Package and State and Territory Training Authority requirements.
		2. All wages, allowances and other benefits provided by this agreement will be continued to be paid by Silcar for all time spent training.
		3. All cost associated with training and traineeships, including meals, accommodation and course fees, will be paid for by Silcar.
	3. **Licence Reimbursement**
		1. Silcar will reimburse fees for all Employees who are required to achieve and maintain trade accreditation and professional Licence fees, where legislation requires that person to be licensed as an essential requirement of their position profile.
		2. Silcar will arrange and fund training for Employees required to have a heavy vehicle licences for use with their employment with Silcar.
	4. **Cultural Awareness Training**
		1. Employees performing work in localities with significant Aboriginal or Torres Strait Islander populations shall be provided relevant cultural awareness training.
1. ***Occupational Health and Safety***
	1. **Occupational Health and Safety**
		1. Silcar is committed to a zero accident philosophy providing a safe and healthy working environment for its Employees. The emphasis of this commitment is - identification of potentially unsafe practices and the prevention of accidents and injury. Employers and Employees shall co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with relevant occupational health and safety legislation, regulations and codes of practice, or any other relevant legislation.
		2. All Employees must report any accidents or near misses to their supervisor immediately. Any injuries resulting from accidents must be reported to the supervisor immediately. The supervisor will report these accidents/incidents to Silcar Safety Manager immediately.
		3. Silcar must provide personal protective equipment in accordance with the relevant Occupational health and safety legislation.
		4. Silcar shall provide all the necessary insulating equipment or any other necessary protective devices where necessary.
		5. Upon commencement, Employees must be supplied with safety footwear which meets the requirements of applicable Health and Safety laws and regulations and which is of a reasonable standard of comfort.
		6. These items shall be replaced on a fair wear and tear basis.
		7. If there is a safety issue, the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay. Work will continue in all other areas until a resolution on the issue is found.
	2. **Health and Safety Representatives**
		1. Workers may elect a health and safety representative (“HSR”) in accordance with relevant health and safety legislation.
		2. The parties recognise the important role of health and safety representatives. The health and safety representatives have a key role in the early intervention in health and safety issues.
		3. Health and safety representatives shall be allowed all reasonable time necessary during normal working hours to attend to their role as an on-site representative under this agreement and Silcar must allow a HSR to exercise the representative's obligations during the representative's ordinary working hours.
		4. Health and safety representatives shall be engaged as Employees and perform normal work when not representing their fellow workers in accordance with procedures in this agreement and relevant legislation.
		5. Health and safety representatives are allowed 73.5 hours paid leave per year to undertake training that will assist them in their role as defined under applicable health and safety legislation. The training of a HSR shall be in accordance with the legislation in the relevant jurisdiction.
		6. Employees will be paid their normal rate, including all allowances, while attending any training courses.

* 1. **Inclement Weather**

***Definition***

* + 1. "Inclement Weather" means the existence of continuous rain or abnormal climatic conditions, (whether by cyclone, hail, cold, high wind, severe dust, extreme high temperature or rain affected work site) as a consequence of which it is either unsafe and/or unreasonable for Employees to continue to continue working whilst exposed to that weather.

***Situation 1 – Inclement Weather Commencing after Work is Started***

* + 1. Work in the open will continue until the particular work can no longer be done safely and efficiently.
		2. Silcar may require any and all Employees to:
* continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access and egress to amenities; or
* obtain materials and services for Employees working undercover where there is only minimal exposure to inclement weather; or
* when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
* attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.
	+ 1. Should only a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working in accordance with award conditions, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

***Situation 2 – Inclement Weather before Work is Started***

* + 1. Where it is inclement from the usual start time for four hours, Silcar may require all or any Employees to:

remain in amenities provided there is dry access to other necessary amenities; or

continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access and egress to amenities; or

obtain materials and services for Employees working undercover where there is only minimal exposure to inclement weather; or

when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or

attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.

* + 1. Should only a portion of the work site be affected by inclement weather, all other Employees not so affected shall continue working in accordance with award conditions, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

***Inclement Weather Continuing After Four (4) Hours from the Usual Starting Time***

* + 1. If after four (4) hours from the usual starting time Silcar, in consultation with their Employees, agrees that the weather is unlikely to improve and that the utilisation of Employees in accordance with Situation 1 or 2 is not available, Silcar will send Employees home.
		2. Any Employee so instructed will be paid for the time already attended and for the balance of the ordinary hours of the attendance. Agreement will not be unreasonably withheld.
		3. If, however, Silcar decides after consultation with the Employees that based on weather reports the weather is going to improve such that normal work can recommence, then Employees may be required to remain for up to half the remaining ordinary hours after that four (4) hour period provided there is dry access and egress to amenities. If the weather is still inclement after that time and the utilisation of Employees in Situation 1 or 2 is not available, the Employees shall be sent home and paid for the ordinary work time of that day.

***Access to Amenities***

* + 1. If after one (1) hour from the usual starting time where Employees are prevented from using ablutions due to inclement weather, Silcar will send Employees home in accordance with clause 5.8.7.
		2. Further if by the first scheduled meal break amenities (e.g. Crib Room) are not available for Employees use Silcar, will send Employees home in accordance with clause 5.8.12.

***Maximum Hours of Payment for Ordinary Time Lost Through Inclement Weather***

* + 1. An Employee shall only be entitled to payment by Silcar for ordinary time lost through inclement weather for up to twelve (12) hours in any calendar month. These hours will not be cumulative beyond each calendar month.

***Cyclone/Tsunami Warnings***

* + 1. When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, Silcar shall not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of twelve (12) hours in any calendar month.

***Natural Disaster***

* 1. Where a natural disaster warning is issued for a work locality or for a locality where the Employee ordinarily resides. Silcar will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters affected by or as a consequence of the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of twelve (12) hours in any calendar month.
	2. **Tools**
		1. Silcar will supply all employees with such tools and equipment as necessary to undertake all tasks in a safe and efficient manner. Silcar will be responsible for ensuring such tools and equipment is adequately maintained and kept in good order.
		2. The Employees are required to ensure Silcar is notified without delay of any damaged or missing tools so appropriate repair or replacements can be made.
		3. All Employees shall be allowed such reasonable time during working hours to put their tools and equipment in order.
	3. **CPR and Pole top Rescue Course**
		1. CPR, pole top rescue (where applicable) and other statutory training will be provided in accordance with relevant Electricity industry safety legislation, regulations and requirements (e.g. Safety Observers – six (6) monthly).
		2. This training will be provided during normal working hours and associated costs paid for by Silcar.
	4. **Amenities**
		1. Reasonable access to amenities and accommodation must be determined in consultation with Employees and their elected health and safety representatives and union delegate.
		2. To assist in these determinations, in each workplace and in relation to each Employee, decisions will need to be made about access to:
1. suitable facilities for personal belongings;
2. suitable facilities for changing clothes where required;
3. suitable facilities for dining;
4. combined facilities where appropriate;
5. drinking water;
6. arrangements for Employees who become sick at work;
7. suitable toilet facilities;
8. suitable hand washing facilities;
9. seating; and
10. Employee awareness to ensure knowledge of the available amenities determined for the particular workplace.
	* 1. Notwithstanding the above Silcar must ensure as a minimum the following facilities are reasonably available to the worker:
11. adequate clean water, and soap or another suitable cleansing agent, for washing the worker’s hands;
12. Facilities to dry the worker’s hands.

*Example - hand towels, paper towels or a mechanical hands dryer*

1. Adequate supply of potable, clean and cool drinking water is reasonably available to Employees.
2. The supply of water must not be located in toilets:
3. If the water is made available in a container, the worker must be able to drink the water without having to drink directly from the same container as someone else.
4. Silcar must ensure that a sheltered area to eat meals and take breaks in is reasonably available to the worker. Further, the sheltered area must:
5. be hygienic and separated from work activity that exposes or is likely to expose the worker to a health or safety risk;
6. be provided with portable food storage facilities such as a car fridge or insulated lunch box; and
7. have access to toilet facilities.

*Examples -*

a caravan

a tent attached to a vehicle

* + 1. The above minimum requirements are in addition to any further legislative requirements with respect to workplace amenities.

***Provision of Hot Drink Making Facilities – Field Staff***

* + 1. Field based vehicles will be fitted with a supply of potable water and a facility to boil water to enable the -Employees to make hot drinks. Where such facilities cannot be fitted to a vehicle, Silcar will provide the Employees using the vehicle with a suitable stainless steel thermos.
	1. **Traffic Management**
		1. In the absence of any Road Traffic Safety legislation Silcar shall comply with the provisions of the Victorian Code of Practice – Worksite Safety Traffic Management or its successor.
	2. **Alcohol and Other Drug Policy**
		1. The parties agree that the misuse of alcohol and other drugs can negatively impact on Employee’s health and safety in the workplace.
		2. The parties recognise that the management of impairment is one element of an Employee’s overall fitness for work. The purpose of this clause is to improve safety.
		3. The parties agree that any alcohol and other drug policies and underpinning procedures implemented during the life of this Agreement will be jointly developed, taking into account the following, agreed, fundamental principles:

that any policy be non-invasive, recognising that an Employee’s rights to conduct his or her life, in whichever manner they so choose;

will not contain urine testing or blood testing, in any form;

will be based on the premise of mutual respect; and

will apply to all Employees, including the Chief Executive Officer.

* + 1. The parties will make reasonable efforts to agree on the policy and procedures to support this approach.
		2. Any policies and procedures developed shall apply except where alternate arrangements are:
	1. Prescribed by legislative instrument; or
	2. Reasonably required by a principal contractor, mine manager or equivalent.
		1. Silcar shall notify the Union where alternate arrangements under 1.2.6 apply.
1. ***Agreement Compliance and Related Matters***
	1. **Payment of Wages**
		1. Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of Silcar.
		2. Silcar shall comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

|  |  |
| --- | --- |
| **Name of Employee** | **Classification of Employee** |
| Name of Employer | Date of payment |
| Period to which the pay relates | Ordinary hourly rate |
| Number of hours worked | Gross payment |
| Any allowances payable, such as site allowance and multi-storey allowance | Net payment |
| Accrued annual leave hours | Overtime hours |
| Balance of accrued RDO hours | Penalty payments and loadings payable |
| Income Protection Contributions, if applicable | Redundancy Contributions, if applicable |
| Accrued Sick Leave | Superannuation Contributions |

* + 1. On or before the payday Silcar will provide each Employee with their pay slip. This provision shall be met if Silcar forwards the pay slip by courier, post or by email no later than the payday.
		2. If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, Silcar must provide the Employee with the information by appropriate means (telephone, fax, email etc.) during working hours.
		3. Where Silcar is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.
		4. Where an action by Silcar has delayed the usual day an Employee’s pay is deposited in their financial account/s, Silcar will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. a fee for a home loan payment not able to be deducted from an account due to insufficient funds).
		5. Any under payment of wages shall be corrected on the next working day.
		6. Silcar will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.
		7. Any fees involved in the transfer of money into the Employee's account shall be borne by Silcar. (Up to a maximum of two (2) accounts per Employee).
		8. When an Employee’s employment is terminated they shall be paid all moneys due to them as soon as practicable and, in any case, within twenty-four hours, excepting where a Sunday or public holiday intervenes, in which case they shall be paid such moneys not later than noon on the next succeeding working day.
		9. Silcar must provide a separation certificate to Employees with their termination payment within four (4) days of request.
	1. **Time and Wages Record**
		1. An Employer must keep, at the place of work, a time and wages record that contains the following particulars for each pay period for each Employee, including apprentices and trainees:
1. the Employee's classification;
2. Silcar's full name;
3. the name of the agreement under which the Employee is working;
4. the number of hours worked by the Employee during each day and week, the times at which the Employee started and stopped work, and details of work breaks including meal breaks;
5. a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
6. the gross and net wages paid to the Employee;
7. details of any deductions made from the wages; and
8. contributions made by Silcar to a superannuation fund.
	* 1. The time and wages record must also contain:
9. the Employee's full name and address;
10. the Employee's date of birth;
11. details of sick leave credited or approved, and sick leave payments to the Employee;
12. the date when the Employee became an Employee of Silcar;
13. if appropriate, the date when the Employee ceased employment with Silcar; and
14. for a casual Employee's – the total hours, other than overtime, worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.
	* 1. Silcar must keep the record for seven (7) years.
	1. **Union Related Matters**

***Union Delegate Meetings***

* + 1. As a method of increasing co-operation and communication between workers and Silcar, regular paid Union Delegate meetings will be allowed to occur.
		2. Any such meetings will be subject to the following conditions:
1. reasonable steps will be taken to limit meetings to one (1) hour’s duration (plus travel time);
2. unless otherwise agreed, the number of paid Union delegate meetings that each Delegate is entitled to attend will be capped at four(4) per year;
3. Union delegate meetings should ideally be spread evenly over a twelve (12) month period;
4. the location and timing of Union delegate meetings will be such that minimal disruption to Silcar’s business should occur; (this may include provision for telephone conference facilities)
5. agreement shall not be withheld provided two (2) weeks’ notice is given;
6. agreement on the location and timing of such meetings will not be unreasonably refused by Silcar; and
7. Union meetings will be held during ordinary working hours and will result in no net loss of pay to the Employees in attendance.
8. Nothing in this clause shall limit or otherwise effect the provisions in clause 2.4.

***Union Information***

* + 1. Silcar will provide each new Employee with information about the Union at the Employee’s commencement of employment. Such information will be provided to Silcar by the Union for these purposes.
		2. Unless a new Employee advises Silcar, in writing, that they do not wish to have their personal details distributed, Silcar shall notify the relevant Union Delegate of the name and location of the new Employee, and provide reasonable opportunity for the Union Delegate to meet with them.
		3. A copy of the written advice from the new Employee will be retained on file at all times.

***Employee Information***

* + 1. Unless an Employee has advised Silcar, in writing, that they do not wish to have their personal details distributed, Silcar, upon request from an authorised officer of the Union, will supply a list of names of all workers, their classifications and home depot location to the authorised officer of the Union within seven (7) days of the request being made. A copy of the written advice from the Employee will be retained on file at all times.

1. ***Signatories***

|  |
| --- |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:For and on behalf of Silcar Pty LtdSilcar CommunicationsPrint Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witnessed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

|  |
| --- |
| Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:For and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witnessed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

***APPENDIX A***

**Wage Rates**

**A1.1 Application of Hourly Base Rates of Pay**

The Base Rates of Pay referred to in this Clause are based upon the Classification Structure that is detailed in clause A2.1 of this Appendix.

The Base Rates of Pay shall apply for all ordinary hours of work, for the purposes of calculating Overtime payments in accordance with Clause 16 of this Agreement, and for determining any applicable Leave payments under this Agreement, and as otherwise specified in this Agreement. The Base Rate of Pay is the applicable rate for 36.75 hours per week.

**A1.2 Hourly Base Rates of Pay**

The Hourly Base Rates of Pay that will apply to employees engaged under each of the Classifications in Appendix A2.1 of this Agreement from time to time are detailed in the table below:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **1 Dec 2011** | **1 Jan 2012** | **Lodgement** | **1 Jul 2012** | **1 Jan 2013** | **1 Jul 2013** | **1 Jan 2014** | **1 Jul 2014** | **L Jan 2015** | **1 Jul 2015** |
| SCWT | 35.50 | 36.21 | 36.71 | 37.44 | 38.19 | 38.95 | 39.73 | 40.53 | 41.34 | 42.37 |
| SCW1 | 32.92 | 33.58 | 34.04 | 34.72 | 35.41 | 36.12 | 36.85 | 37.58 | 38.33 | 39.29 |
| SCW2 | 29.93 | 30.53 | 30.95 | 31.57 | 32.20 | 32.84 | 33.50 | 34.17 | 34.85 | 35.72 |
| SCW3 | 27.83 | 28.39 | 28.78 | 29.35 | 29.94 | 30.54 | 31.15 | 31.77 | 32.41 | 33.22 |
| SCW4 | 26.92 | 27.46 | 27.84 | 28.39 | 28.96 | 29.54 | 30.13 | 30.73 | 31.35 | 32.13 |
| SCW5 | 21.55 | 21.98 | 22.28 | 22.73 | 23.18 | 23.65 | 24.12 | 24.60 | 25.09 | 25.72 |
| SCWT | 17.50 | 17.85 | 18.10 | 18.46 | 18.83 | 19.20 | 19.59 | 19.98 | 20.38 | 20.89 |
| SCWT2 | 21.55 | 21.98 | 22.28 | 22.73 | 23.18 | 23.65 | 24.12 | 24.60 | 25.09 | 25.72 |

**A1.3 Increases to Hourly Base Rates of Pay**

The rates in clause A1.2 above incorporate increases to the Hourly Base Rates of Pay indexed from 1 December 2011 for all classification levels over the four year term of the Agreement.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1 Dec 2011** | **1 Jan 2012** | **Lodge****ment** | **1 Jul 2012** | **1 Jan 2013** | **1 Jul 2013** | **1 Jan 2014** | **1 Jul 2014** | **1 Jan 2015** | **1 Jul 2015** |
| 2009 Agreement | 2009 Agreement | 3.4% on 2009 Agreement[[2]](#footnote-2) | 2% | 2% | 2% | 2% | 2% | 2% | 2.5% |

**A1.4 Rates of Pay and Allowances**

The Base Rates of Pay provided for at paragraph A1.3 above shall include consideration for all allowances that may apply under any other awards or agreements.

To avoid doubt, the base rates fully comprehend and cover all allowances that may apply (for example, but not limited to: any allowances relating to working conditions, any industry or special allowances, any attendance pay, any leading hand allowances) and no additional payment for these allowances will be required, unless otherwise provided for in this Agreement.

**A1.7** **First Aid Person**

When an Employee, who holds an appropriate First Aid Certificate is appointed by Silcar as a First Aid Officer they shall be paid in accordance with the table below, in addition to their ordinary rates. This allowance is not all-purpose.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date of Approval** | **1 July 20102** | **1July 2013** | **1 July 2014** | **1July 2015** |
| $18.50/week | $19.24/week | $20.00/week | $20.80/week | $21.75/week |

**A1.8 Height Allowance**

An employee required to carry out work on a tower, mast, guy-rope or any telecommunications structure on the external faces of the buildings or parapets shall be paid a daily Height Allowance in accordance with the following rates:

|  |  |
| --- | --- |
| **Height (m)** | **Daily Height Allowance** |
| 0-15 | $0.00 |
| 15-45 | $7.60 |
| 45-90 | $17.68 |
| 90-150 | $30.41 |
| 150+ | $44.28 |

This payment will be increased by 4% on an annual basis, taking effect from the first full pay period on or after 1st July 2012.

This allowance shall not apply when an employee is working with the aid of a ‘cherry picker’, scissor lift or other similar elevating work platform but will apply in the case of a swinging stage, bosun’s chair or similar suspended device.

**A1.9 Acting Team Leader**

Where an Employee, at the request of a supervisor, is required to work as a Team Leader (SCW1 or SCW2) that employee shall be entitled to be paid at the Team Leader (SCW1 or SCW2) classification level for all such days or part thereof that the employee performs at the Team Leader classification level.

**A1.10 Incentive Plans**

Management intends to introduce one or more incentive plans throughout the Company during the course of this Agreement, so that operational staff covered by this Agreement are able to participate in a relevant incentive plan. These plans will be introduced and will operate at the discretion of the Company. However, if a plan is introduced, reasonable notice will be given should the Company decide to suspend or conclude the operation of such a plan.

The aims of such schemes will be to ensure that the Company maximises opportunities to improve the Company's performance with its customers in a manner that will enable the Company to excel in all its activities and present itself as Australia's leading telecommunications design and construction organisation.

The incentive plans that will be considered may be either group based or individually designed, however, where practicable there will be an emphasis on maximising the effectiveness of the Company's work teams, their responsiveness to customer requirements, and the control of costs.

Quality and Safe Work practices will not be compromised.

**A2. CLASSIFICATION STRUCTURE**

**A2.1 Classifications**

Persons employed at any one of the following levels will be a person who has the necessary qualifications defined in accordance with the relevant provisions within the Representative Job Descriptions appended to this Agreement.

SCWT – Principal Technician

 – Principal Radio Officer

 – Other Equivalent Positions

SCW1 – Senior Technician

 – Jointing Team Leader

 – Radio Lines Team Leader

 – Other Equivalent Positions

SCW2 – Technician

 – Advanced Jointer/Splicer

 – Civil/Hauling Team Leader

 – Advanced Radio Lines Person

 – Other Equivalent Positions

SCW3 – Intermediate Jointer/Splicer

 – Civil/Hauling Leading Hand

 – Other Equivalent Positions

SCW4 – Assistant Technician

 – Basic Jointer/Splicer

 – Experienced Civil/Hauling Crew

 – Radio Lines Person

 – Other Equivalent Positions

SCW5 – General Labourer

 – General Entry Level

 – Other Equivalent Positions

SCWT1 – Year 1 Traineeship

SCWT2 – Year 2 Traineeship

**A2.2 Classification Criteria**

The parties have developed a Classification Structure that provides a logical career path for employees; recognises the areas of competence required to meet the needs of the client and emphasises flexible and broad use of skills by employees.

Progression of individual employees through the Classification Structure will be based upon competencies demonstrated by individual employees and dependent upon the needs of the business.

The Representative Job Descriptions attached detail the job and person requirements for each position covered and is the basis for application of the Hourly base rates of pay provided for in this Agreement.

**A3. ALL PURPOSE**

**A3.1 Rates of Pay – Definition**

A3.1.1 The rates of pay expressed in this Appendix provide for all conditions of employment. They are the minimum rates of pay to be paid.

A3.1.2 The weekly/hourly rates as specified at clause A1 reflect, where applicable, the ordinary time 36.75hr Weekly Wage Rate. These wage rates comprehend all/any allowances including, without limiting, Agreement/Award entitlements, industry or company Agreements, over Award payments the generality of site disability payments including Award special rates, i.e. confined space, wet underfoot, height, dust, dirt, special skill payments, wind, training, laundry and other similar or like payments which may be provided for in any other relevant Awards or Agreements (be they Federal or State) and not expressly provided for elsewhere in this Agreement, and/or relative to the scope of work to be undertaken, are deemed to be incorporated in this Agreement.

1. Note that the Union will only be covered by this Agreement if it elects to in accordance with section 183 of the *Fair Work Act 2009* and it is noted in the decision of Fair Work Australia to approve the agreement that the agreement covers the Union. [↑](#footnote-ref-1)
2. A1.3 indexed from 1 December 2011 for all classification levels over the four year term of the Agreement. [↑](#footnote-ref-2)